

# **ATTACHMENT 5**

## **CENTRAL OFFICE PHYSICAL COLLOCATION**

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In consideration of the mutual covenants contained herein, the Company and Collocator hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms or phrases will have the meaning set forth below:

A. "Building" will mean the central office of Company located at \_\_\_\_\_.

B. "Central Office Building" will mean a structure (not including a controlled environment vault ("CEV")) housing telephone company equipment that is under the control of Company and for which Company has the right to grant access and/or occupation by third parties.

C. "Date of Occupancy" will mean the date on which Collocator first occupies the Premises pursuant to this Agreement.

D. "Inner Duct" or "Conduit Space-per-foot" will mean any passage or opening in, on, under, over or through the Company Central Office Building cable or conduit systems.

E. "COE" will mean Collocator-owned equipment.

F. "Premises" will mean the space agreed between the parties, located in the Building to be used by Collocator to house the communications equipment specified in Collocator's Request Form. The location of the Premises within the Building is that portion of the Building outlined in red or heavy line on the attached **Exhibit A**, or as otherwise described in Exhibit A. Additionally, leased roof or wall space used for microwave purposes will be included in the definition where applicable.

G. "Property" will mean the Building along with any real estate owned, leased or controlled by Company and used by Company in any way relating to the Building.

H. "Request Form" will mean the form submitted by Collocator to the Company specifying the space, facilities and other requirements associated with the request for collocation and/or expanded interconnection service.

I. "Tariffed Service" will mean the interconnection of Collocator's equipment and Company's equipment pursuant to the Company Access Service tariffs as filed with the Federal Communications Commission ("FCC").

2. **Scope of Agreement.**

A. Subject to the terms and conditions herein, and in consideration of the payment by Collocator of all charges itemized in Exhibit B and charges otherwise made applicable by the terms of this Agreement, Company hereby grants to Collocator, and Collocator hereby accepts, a non-exclusive agreement to occupy the Premises, for the sole and exclusive purpose of providing its customers with Telecommunications services. All Collocator equipment placed on the Premise is and will be compatible with Company's central office equipment and will not interfere with the operation of that equipment.

B. Any interconnection of Collocator's equipment or facilities to the Company's equipment or facilities will be governed by the applicable rules and regulations of governmental authorities having jurisdiction of the subject matter of this Agreement.

C. If a Collocator occupies more than one Premises location within the Building, Collocator may interconnect its own equipment, dedicated to its use, contained in the two separate Premises locations; provided, however, that Collocator will be either responsible for supplying and installing the cabling between Collocator's Premises locations using Company-designated Inner Duct, or will separately contract with Company or order from the Tariff, as appropriate, this service. Collocator will be responsible for additional charges for use of such Inner Duct in accordance with the per-foot-charge.

D. Collocator may not interconnect equipment or facilities in its Premises with equipment or facilities within another Collocator's Premises by any means other than the use of Company tariffed offerings. Any violation of this paragraph will be deemed a material breach of this Agreement.

E. Collocator will not occupy or use the Premises, or permit the Premises to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Agreement, if the Company determines, in the exercise of its sole discretion, that such purpose, act or thing: (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums for any insurance policy carried on the Building or covering its operation; or (iv) violates the terms of this Agreement.

F. In the event that Collocator requests additional collocation space, the request will be negotiated as a new request for collocation. To the extent reasonably possible, Company will make contiguous space available to Collocator.

### 3. Types of Physical Collocation

A. Caged Collocation - all equipment physically collocated at Company's central offices shall be physically separated by a partition or fence from Company's central office equipment. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment.

B. Cageless Collocation - all equipment physically collocated at Company's central offices shall not be separated by a partition. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment. Citizens performs no repair, maintenance, installation on collocator's equipment beyond the designated demarcation as shown in Exhibit A.

### 4. Term and Billing

A. The initial term of this Agreement will commence on date of occupancy, and will continue for a period of two (2) years. Thereafter, this Agreement will automatically renew for successive one-year terms on the anniversary of the Date of Occupancy unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then-current term.

B. Collocator may request renewal of this Agreement by giving the Company written notice of desire to renew at least ninety (90) days prior to the end of the then current term. Within thirty (30) days of receipt of such notice, the Company will submit to Collocator a revised Exhibit B, along with any other revisions to applicable charges.

C. Company will invoice Collocator on a monthly basis for charges itemized in Exhibit B. Collocator agrees to pay all invoices within thirty (30) days after the date of such invoice ("Due Date"). If Collocator's payment is not received by Company by the Due Date, Company can (I) impose a late charge of one and one-half percent (1.5%) per month until full payment is received by Company (or such lower amount as may be required by law).

5. Condition of Premises Prior to accessing collocation space, Collocator will represent to the Company that it has had an opportunity to inspect the Premises and that, subject to the completion of any construction work that needs to be completed prior to the Date of Occupancy, the Premises are in full compliance with the obligations of the Company under this Agreement.

6. Use of Common Areas. Collocator, and its employees, agents and invitees will have a non-exclusive right to use those portions of the common area of the Building as are designated by the Company in Exhibit A, which may be revised by the Company from time to time, including, but not limited to, the right to use corridors and other access ways from the entrance to the Building, the Premises, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of Collocator at the Premises; provided, however, that if Company provides a separate entrance to the Premises, Collocator will not have a right to enter areas reserved for the Company's equipment and operations and the Company has the right to reserve parking spaces for Company's exclusive use or use by other occupants of the Building or otherwise restrict access to any area not designated as a common area. The Company hereby notifies Collocator that the common areas designated in Exhibit A do not include rest room facilities or water fountains and that the Company makes no guarantee that such facilities will be available. Collocator, and its employees, agents and invitees will have access to other areas outside of the designated common areas, including rest rooms, only if granted on an individual-case basis by Company personnel on site. All common areas will remain under the exclusive control and management of the Company, and Company will have the right to change the level, location and arrangement of parking areas, and other common areas will be subject to such reasonable rules and regulations as Company may from time to time impose.

7. Company's Services and Obligations. For the Term of this Agreement, unless earlier terminated, the Company will furnish the following services:

A. Environmental Controls. As agreed by the Company and Collocator and shown in Exhibit D, the Company will furnish air conditioning and/or other environmental controls for the area in which the Premises is located to the extent such controls are already in place at the site. The Company will not be required to provide environmental controls over and beyond the standard equipment already in use by the Company in the normal operation of the site. Collocator hereby represents to Company such controls as exist and as are listed in Exhibit D are sufficient to allow the COE to function without risk of harm or damage to the Premises, the Building or any equipment or facilities of Company or any other occupant of the Building.

If Collocator locates equipment or facilities in the Premises that the Company determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by the Company in the Building, the Company reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Premises, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Collocator's equipment or facilities will be paid by Collocator to the Company.

If COE requires cooling capability in excess of that normally provided by the Company for its own equipment, the costs of any required supplementary air conditioning required by Collocator will be paid by Collocator to Company.

B. Electricity. Electricity will be provided by Company in sufficient amount to provide ordinary lighting, heating and air conditioning of the Premises. If Collocator requires additional electrical capacity, such capacity will be supplied by the Company; provided, however, that the provision of such electricity will be contingent upon Collocator paying the Company an additional fee, in an amount to be agreed upon by the parties for such additional electricity. Notwithstanding any other provisions of this Agreement to the contrary, Company reserves the right to monitor Collocator's use of electricity to determine if the electricity provided is sufficient to support the activity being carried out by the Collocator at the Premises. If Company reasonably determines that the electricity provided to Collocator is insufficient to support the activity being carried on by the Collocator in the Premises, the Company may, after twenty (20) days written notice to Collocator, require the installation of additional electricity and Collocator will reimburse the Company for any expenses incurred in making such additional electrical circuits available to Collocator's Premises and providing such additional electricity.

Collocator covenants and agrees that its use of electric current will never exceed the capacity of existing feeders to the Building or the Premises, when reviewed in conjunction with electrical usage of other occupants in the Building.

C. Fire Safety System. Subject to the provisions of Section 8 (E) hereof, the Company may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Premises designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Company will furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

The Company will provide stand alone fire extinguishers in common areas as required by applicable fire codes, but Collocator will have sole responsibility for such extinguishers within the Premises.

The Company and the Company's insurance carriers will perform regular inspections of fire protection systems, and Collocator hereby agrees to provide Company and Company's insurance carriers access to the Premises for the purposes of such inspections, via pass key or otherwise. Company agrees to provide Collocator with notice of its intent to access Collocator's Premises where, in Company's sole discretion, such notice is practicable; provided, however, that no failure of Company to give such notice will affect Company's right of access or impose any liability on Company. Company will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Collocator, its employees, agents or invitees, in which case Collocator will reimburse Company for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the Collocator will, if at fault, and at Company's option, replace Halon or other fire extinguishing material discharged as a result of Collocator's act or omission. Collocator will have no duty to inspect fire protection systems outside the Premises; provided, however, if Collocator is aware of damage to the fire protection systems it will promptly notify Company.

Collocator is aware the Premises will contain a fire detection and may contain a fire suppression system. In the event of discharge, the Company is relieved of all liability for damage to equipment or for personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of the Company, its officers, agents or employees.

D. Security Service. Company will furnish Building and Property security in accordance with its normal business practices, including, but not limited to, operating an alarm system on Collocator's entrance to the Building as designated in Exhibit A, and requiring that Collocator, or any of its employees, agents or invitees call the Company's security officer immediately upon entering the Building. Other than the locks on the entrances to the Premises, Company will provide no security specific to Collocator's Premises. Company will not be liable to Collocator or any other party for loss of or damage to the Premises or COE unless Company has failed to provide Building and Property security in accordance with its normal business practices.

E. Repairs. Company will, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments to the Premises, Building and Property, in a manner consistent with the Company's normal business practices.

Company will not be obligated to inspect the Premises, make any repairs or perform any maintenance unless first notified of the need in writing by Collocator. If Company fails to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by Collocator, Collocator will, after further notice to Company, make such repairs or perform such maintenance and submit invoices for costs incurred to the Company; provided, however, that the amount of such deduction will not exceed the reasonable value of such repairs or maintenance.

Company will, where practical, provide Collocator with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Premises; provided, however, that Company will have no obligation to provide such notice if Company determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Premises, or if required to do so by any court or governmental authority. Work will be completed during normal working hours or at other times identified by Company; provided, however, that Collocator will pay Company for overtime and for any other expenses incurred if such work is done during other than normal working hours at Collocator's request. Collocator will have the right, at its sole expense, to be present during repair or maintenance of the Premises.

The cost of all repairs and maintenance performed by or on behalf of Company to the Premises that are, in Company's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Collocator or Collocator's employees, agents or invitees, will be paid by Collocator to Company within ten (10) days after being billed for such repairs and maintenance by Company.

F. Interruption of Services. Company reserves the right to stop any service when Company deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Company agrees to use its best efforts not to interfere with Collocator's use of Premises. Company does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel water or supplies, governmental regulations, acts of God, or other causes beyond the reasonable control of Company.

No such interruption of service will be deemed an eviction or disturbance of Collocator's use of the Premises or any part thereof, or render Company liable to Collocator for damages, by abatement of applicable charges or fees or otherwise, except as set forth herein or in any applicable Tariff, or relieve Collocator from performance of its obligations hereunder, and, except as otherwise provided herein or in any applicable Tariff, Collocator waives and releases all other claims against Company for damages for interruption or stoppage of service.

Company will have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

G. Other Items. The Company will furnish all items specified on Exhibit C attached hereto and incorporated herein by reference.

H. Collocator Right Of Access. Subject to reasonable building rules and any applicable Security Arrangements, Collocator will have the right of entry twenty-four (24) hours per day to the Premises and common areas.

Company, at Collocator's expense, may issue nonemployee photo identification cards for each Collocator employee or vendor. Temporary identification cards may otherwise be provided by Company for employees or agents, contractors and invitees of Collocator who may require occasional access to the Premises.

Company may issue access cards, codes, or keys to Collocator's listed employees or vendors where such systems are available and their use by Collocator will not otherwise compromise building security.

Company reserves the right to close and keep locked all entrance and exit doors of the Building during hours Company may deem advisable for the adequate protection of the Building. Use of the Building at any time it is unattended by appropriate Company personnel, or on Sundays and state and federal or other holidays recognized by Company, or, if Collocator's premises is not fully segregated from the areas of the Building containing Company equipment, may result in Collocator requiring security accompaniment and will be subject to such reasonable rules and regulations as Company may from time to time prescribe.

I. Collocator Owned Equipment. The Company will not be responsible for the design, engineering, testing, maintenance or performance of COE.

8. Collocator's Obligations.

A. Access Right of Company. Collocator will allow Company access to its Premises at all times, via pass key or otherwise, to allow Company to react to emergencies, to maintain the space (not including COE), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Company, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless Collocator has waived such notice elsewhere in this Agreement, and if conditions permit, Company will provide Collocator with notice of its intent to access the Premises, thereby providing Collocator the option to be present at the time of access. Collocator will not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

B. Inspection and Janitorial. Collocator will promptly notify Company of any damage to the Premises or of the need to perform any repair or maintenance of the Premises, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Premises).

C. Fire Protection Systems. Collocator will, with the prior written consent of Company, have the right to provide additional fire protection systems within the Premises; provided, however, that Collocator may not install or use sprinklers or any other water or carbon dioxide fire suppression systems within the Building or the Premises. If any governmental bureau, department or organization or Company's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Premises, because of Collocator's equipment, such changes, modifications or additions will be made by Company and Collocator will reimburse Company for the cost thereof. If any governmental bureau, department or organization or Company's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Premises of Collocators in general are located and such changes are the direct result of the Collocator's equipment, such changes, modifications, or additions will be made by Company and Collocator will reimburse Company for the cost thereof in the same proportion as the square footage of the Collocator's Premises as compared to the total square footage of all Collocators' Premises in the affected portion of the Building.

D. Hazardous Materials. Collocator will identify and will notify Company in writing of any Hazardous Materials Collocator may bring onto the Property and will provide Company copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs") or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). Collocator, its agents and employees will transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Collocator will promptly notify Company of any releases of Hazardous Materials and will copy Company on any notification of or correspondence with any governmental body as a result of such release.

Collocator will provide Company copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials will be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.

If Company discovers that Collocator has brought onto Company's Property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Company may, at Company's option and without penalty, terminate this Agreement or suspend performance hereunder. Collocator will be responsible for, without cost to Company, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Collocator will also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Agreement. If Company elects to terminate this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials, Collocator will have no recourse against Company and will be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Company for defaults under this Agreement.

Collocator will indemnify and hold harmless Company, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering, and other expenses, which may be imposed upon, or incurred by, Company or asserted against Company by any other party or parties (including, without limitation, Company's employees and/or contractors and any governmental entity) arising out of, or in connection with, Collocator's use, storage or disposal of Hazardous Materials.

For purposes of this Section, "Hazardous Materials" will mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation asbestos and lead antimony batteries,) as defined in, or pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq. ), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section will survive the termination, cancellation, modification or rescission of this Agreement.

E. Various Prohibited Uses. Collocator will not do or permit anything to be done upon the Premises, or bring or keep anything thereon that is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Collocator will not do or permit anything to be done upon the Premises that may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Company, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Property. Collocator will not, without the prior written consent of Company: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Premises; (ii) use the Premises for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Premises or permit the presence of any animals except those used by the visually impaired. Company may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

F. Rules of Conduct. Collocator, its employees, agents, contractors, and invitees will (i) comply with all rules and regulations that Company may from time to time adopt for the safety, environmental protection, care, cleanliness, and/or preservation of the good order of the Building, the Property and the Premises and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances that are applicable to the Premises and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Premises during the Term of this Agreement or any extension hereof.

G. Alterations. Collocator will not make installations, alterations or additions in or to the Premises without submitting plans and specifications to Company and securing the prior written consent of Company in each instance. Company's consent will not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Premises that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work will be done at the sole expense of Collocator.

All installations, alterations and additions will be constructed in a good and workmanlike manner and only new and good grades of material will be used, and will comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work will be performed at such times and in such manner as to cause a minimum of interference with Company's transaction of business. Collocator will permit Company to inspect all construction operations within the Premises and to approve contractors, which approval will not be unreasonably withheld. If alterations are made by Collocator's contractors, Collocator will furnish to Company prior to commencement thereof, building permits and certificates of insurance or performance bonds of Collocator's contractors, and sub-contractors. Any such insurance to be provided by Collocator's contractors or sub-contractors will provide for coverage in amounts not less than as required by Company of Collocator under this Agreement. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used will be furnished to Company. Collocator and its contractors and sub-contractors will hold Company harmless from all claims, costs, damages, liens and expenses that may arise out of or be connected in any way with installations, alterations or additions.

All installations, alterations and additions that take the form of fixtures, except trade fixtures, placed in the Premises by and at the expense of Collocator or others will become the property of Company, and will remain upon and be surrendered with the Premises. Upon termination of this Agreement, however, Company will have the right to require Collocator to remove such fixtures and installations, alterations or additions at Collocator's expense, and to surrender the Premises in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

All fixtures and other equipment to be used by Collocator in, about or upon the Premises will be subject to the prior written approval of Company, which will not be unreasonably withheld.

H. Fireproofing Policy. Collocator will not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Premises or the Building, outside or inside, without the prior written consent of Company. If Collocator desires signal, communications, alarm or other utility or service connections installed or changed, the same will be made by and at the expense of Collocator. Company will have the right of prior approval of such utility or service connections, and will direct where and how all connections and wiring for such service will be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Company's fireproofing policy, any penetrations by Collocator, whether in the Premises, the Building or otherwise, will be sealed as quickly as possible by Collocator with Company approved fire barrier sealant, or by Company at Collocator's cost.

I. Overload Any Floor. Collocator will not exceed the Uniformly Distributed Live Load Capacity.

J. Signs. Collocator will not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Premises, without the prior written consent of Company.

K. Advertising. Collocator will not use the name of the Building or Company for any purpose other than that of the business address of Collocator, or use any picture of likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Company.

L. Articles Sold. Collocator will not exhibit, sell or offer for sale, rent or exchange in the Premises or on the Property any article, thing or service except those ordinarily embraced within the use of the Premises specified in Section 2 of this Agreement without the prior written consent of Company.

M. Cleanliness and Obstruction of Public Areas. Collocator will not place anything or allow anything to be placed near the glass of any door, partition or window that Company determines is unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Collocator will lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Premises as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

N. Equipment Grounding. COE will be connected to Company's grounding system. Central office grounding must be engineered and constructed to meet producers, absorbers, non-isolated and isolated PANI standards.

O. Representations and Warranties. Collocator hereby represents and warrants that the information provided to Company in any application or other documentation relative to Collocator's request for Central Office Space Lease and License is and will be true and correct. Any violation of this Section will be deemed a material breach of this Agreement.

9. Rights Reserved to Company. Company will have the following rights, and others not specifically excluded in this Agreement, exercisable without notice and without liability to Collocator for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Collocator's use or possession or giving rise to any claim for offsets, or abatement of rent:

A. To designate any and all spaces to be occupied by Collocator's facilities and equipment under this Agreement;

B. To change the name or street address of the Building;

C. To install and maintain signs on the exterior and interior of the Building or anywhere on the Property;

D. To have pass keys or access cards with which to unlock all doors in the Premise, excluding Collocator's safes;

E. To enter the Premises for the purposes of examining or inspecting same and of making such repairs or alterations as Company deems necessary (Collocator hereby waives any claim for damage, injury, interference with Collocator's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned by the event except where such damages result solely from the gross negligence or willful misconduct of Company);

F. To use any means Company may deem proper to open Premises' doors in an emergency. Entry into the Premises obtained by Company by any such means will not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Collocator from the Premises or any portion thereof;

G. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements;

H. To require all persons entering or leaving the Building during such hours as Company may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Premises or the Property. Company assumes no responsibility and will not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of the Company;

I. To approve the weight, size and location of safes, computers and all other heavy articles in and about the Premises and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or premises only at such times and in such a manner as Company will direct and in all events at Collocator's sole risk and responsibility;

J. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Property, or any part thereof (including, without limitation the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Property all materials and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Company will limit inconvenience or annoyance to Collocator as reasonably possible under the circumstances;

K. To do or permit to be done any work in or about the Premises or the Property or any adjacent or nearby building, land, street or alley;

L. To grant to anyone the exclusive right to conduct any business or render any service on the Property, provided such exclusive right will not operate to exclude Collocator from the use expressly permitted by this Agreement, unless Company exercises its right to terminate this Agreement with respect to all or a portion of the Premises;

M. To close the Building at such reasonable times as Company may determine, subject to Collocator's right to admittance under such reasonable regulations as will be prescribed from time to time by Company.

N. Company will have the right to upgrade or replace its equipment at the subject central office. In the event that Company determines to make such equipment upgrades or replacements, it will give Collocator six months advance notice of such changes. It will be Collocator's responsibility to ensure that its equipment remains compatible with Company's upgraded or new equipment.

O. If it becomes necessary in Company's reasonable judgment, and there are no other reasonable alternatives, to require Collocator to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Company, in which event, Company will pay all moving costs, and any other costs associated with the relocation and the Agreement Fee provided for herein will remain the same;

P. To perform all work, using Company employees or contractors, necessary to ready the Premises for Collocator's use;

Q. To exercise all other rights reserved by Company pursuant to the provisions of this Agreement; and

R. To inspect the installation of COE in the Premises prior to the connection of COE to Company facilities.

10. Insurance. Collocator, at its expense, will maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Collocator's expense, and all other property owned or used by Collocator and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Company from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as may from time to time reasonably be required. The form of all such policies and deductibles thereunder will be subject to Company's reasonable approval. All such policies will be issued by insurers reasonably acceptable to Company and licensed to do business in the State of \_\_\_\_\_. In addition, the policies will name Company and any other parties designated by Company as additional insured, will require at least thirty (30) days' prior written notice to Company of termination or modification and will be primary and not contributory. Collocator will, at least ten (10) days prior to the Date of Occupancy, and within ten (10) days prior to the expiration of such policy, deliver to Company certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

11. Partial Destruction. If the Premises or a portion thereof sufficient to make the Premises substantially unusable will be destroyed or rendered unoccupiable by fire or other casualty, or if Company fails to timely cure a default as described in Section 18 herein, it is assumed Collocator will have the right to terminate this Agreement immediately without liability to Company.

Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of Collocator, its agents, employees, contractors, Collocators' customers or business invitees, unless Company otherwise elects, this Agreement will not terminate, and, if Company elects to make such repairs, Collocator will reimburse Company for the cost of such repairs, or Collocator will repair such damage, including damage to the Building and the area surrounding it, and the Agreement Fee will not abate.

If the Building is damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Premises may be directly unaffected, Company may, at its election within ninety (90) days of such casualty, terminate this Agreement by giving written notice of its intent to terminate this Agreement. The termination as provided in this paragraph will be effective thirty (30) days after the date of the notice.

12. Eminent Domain. If the Property, or any portion thereof which includes a substantial part of the Premises, is taken or condemned by any competent authority for any public use or purpose, the Term of this Agreement will end upon, and not before, the date when the possession of the part so taken will be required for such use or purpose. If any condemnation proceeding is instituted in which it is sought to take or damage any part of the Property, or if the grade of any street or alley adjacent to the Property is changed by any competent authority and such change of grades makes it necessary or desirable to remodel the Property to conform to the changed grade, Company will have the right to terminate this Agreement upon not less than thirty (30) days notice. No money or other consideration will be payable by Company to Collocator for such cancellation, and the Collocator will have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

13. Agreement Termination. At the termination of this Agreement by lapse of time or otherwise:

A. Surrender of Keys. Collocator will surrender all keys, access cards and Company-provided photo identification cards to the Premises and the Building to Company, and will make known to Company the combination of all combination locks remaining on the Premises.

B. Vacate Premises. Collocator will remove its equipment from the Premises within thirty (30) days.

C. Return of Premises. Collocator will return to Company the Premises and all equipment and fixtures of Company in as good a condition and state of repair as when Collocator originally took possession, normal wear and tear or damage by fire or other casualty excepted. Collocator will be responsible to Company for the cost of any repairs that will be made necessary by the acts or omissions of the Collocator or of its agents, employees, contractors or business invitees. Company reserves the right to oversee Collocator's withdrawal from the Premises and Collocator agrees to comply with all directive to return the Premises in other than its original condition on the Date of Occupancy; provided, however, that Collocator will not be responsible for putting the Premises in other than its original condition if to do so would put Collocator to additional expense above and beyond that which would be necessary to return the Premises in its original condition.

D. Removal of Additions. All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Collocator, in or upon the Premises, whether placed there by Collocator or Company, will be Company's property and will remain upon the Premises, all without compensation, allowance or credit to Collocator; provide, however, that if at such termination or within ten (10) days thereafter, Company so directs, Collocator will promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Premises by Collocator, failing which Company may remove the same, and Collocator, failing which Company may remove the same, and Collocator will, upon demand, pay to Company the cost of such removal and of any necessary restoration of the Premises. No cable will be removed from Inner Duct except as directed by Company.

E. Property Presumed Abandoned. All fixtures, installations, and personal property belonging to Collocator not removed from the Premises within thirty (30) days after termination of this Agreement and not required by Company to have been removed as provided in this Agreement, will be conclusively presumed to have been abandoned by Collocator and title thereto will pass to Company under this Agreement as if by a Bill of Sale.

F. Delay of Surrender. If the Premises is not surrendered at the termination of the Agreement, Collocator will indemnify Company against loss or liability resulting from delay by Collocator in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.

14. Remedies of Company. All rights and remedies of Company herein enumerated will be cumulative and none will exclude any other right or remedy allowed by law.

A. Default. If Collocator defaults in the prompt payment of any portion of the charges (and such default will continue for thirty (30) or more days after it is due and payable) or in the performance or observance of any other provision of this Agreement (and such default will continue for twenty (20) or more days after notice thereof will have been given to Collocator), then Collocator will be deemed in default and Company may enforce the performance of this Agreement in any manner provided by law.

Unless Collocator cures the default upon the date and time set forth in the notice, Company will have the right, without further notice or demand, to (i) terminate Collocator's right to possession, without terminating this Agreement, or re-enter and remove all person and property without prejudice to Company's remedies for breach of contract, or arrears of Total Fees, and (ii) resume possession of the Premises occupied by Collocator and declare the term of this Agreement ended and terminate all unpaid Total fees due under this Agreement for the remainder of the original term hereof.

If the default complained of is of such a nature that it can be rectified or cured, but cannot with reasonable diligence be completed within a twenty (20) day period, then such default will be deemed to be rectified or cured if Collocator will, within the twenty (20) day period, commence to rectify and cure with all due diligence and, in any event, within forty (40) days from the date of giving such notice.

B. Surrender of Premises. Upon any termination of this Agreement, whether by lapse of time or otherwise, or upon any termination of Collocator's right to possession without termination of this Agreement, Collocator will surrender possession thereof to Company, and hereby grant to Company full and free license to enter into and upon the Premises in such event with or without process of law and to expel or remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to Company hereunder or by operation of law.

C. Expenditures by Company. Whenever under any provision of this Agreement, Collocator will be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Collocator fails, refuses or neglects to perform as required herein, Company will be entitled, but will not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Collocator. In such event, the amount thereof with interest thereon as hereinafter provided, will be collectible on demand. All such interest amounts will be at lower of the rate of 1.5% per month or the highest lawful rate calculated per month until repayment by Collocator in full.

D. Sale of Building or Change in Building Lease Terms. If the owner of the Building or Company sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfer, assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Company's performance under this Agreement will be excused to the extent of the inconsistency. Company hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation will in no way obligate Company to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

15. Bankruptcy. If any voluntary or involuntary petition or similar pleading under any sections of any bankruptcy act will be filed by or against a Collocator, or any voluntary or involuntary proceeding in any court or tribunal will be instituted to declare Collocator insolvent or unable to pay Collocator's debts, or Collocator makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Collocator or for the major part of Collocator's property, Company may, if Company so elects but not otherwise, and with or without notice of such election or other action by Company, forthwith terminate this Agreement.

16. Proprietary Information. Company agrees to hold in confidence information provided to it by Collocator pursuant to this Agreement, as well as information known to Company as a result of the interconnection of equipment contained in Premises to Company facilities and services if such information is of a competitive nature. Similarly, Collocator agrees to hold in confidence information provided to it by Company pursuant to this Agreement, as well as information known to Collocator as a result of its presence on the Property if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

confidential;

(1) was already known to the Party free of any obligation to keep such information

(2) was or becomes publicly available by other than unauthorized disclosure; or

(3) was rightfully obtained from a third party not obligated to hold such information in confidence.

17. Asbestos. Collocator is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos containing building materials, and Collocator hereby releases and agrees to hold Company harmless from any and all liability to Collocator or any of its employees, agents or invitees as a result thereof.

18. Subordination. This Agreement will at all times be subject and subordinate to the lien of any mortgage (which term will include all security instruments) that may be placed on the Premises and Collocator agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

19. Binding Effect and Assignment. Subject to the terms of Section 4 of this Agreement, Company and Collocator agree that this Agreement will bind and inure to the benefit of the respective successors and assigns of both Company and Collocator.

20. Entire Agreement. This Agreement, and any Exhibits which are made a part of this Agreement, contains the entire agreement between parties.

21. No Partnership. Nothing contained in this Agreement will be deemed or constructed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturers or any other association between Company and Collocator.

22. Miscellaneous.

A. Unenforceable Provisions. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Agreement, and all applications thereof, not held invalid, void or unenforceable, will continue in full force and effect and will in no way be affected, impaired or invalidated thereby.

At Company's option, any changes, additions or modifications, either approved or mandated by a regulatory agency, affecting the application of this Agreement or the licensing of Company's buildings or the interconnection of services to Company's telecommunications network will either be incorporated into this Agreement with written notification, consistent with terms identified by the agency, or the Agreement will be terminated with no liability to Company. Collocator agrees to accept any decision by Company in this regard; provided, however, Company will work with Collocator to minimize impact to the Collocator's business.

B. Contingency. This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

C. Notice. Any notice to be given by either party to the other pursuant to the provisions of this Agreement or of any law, present or future, will be given in writing by personal service, by certified or registered mail with postage prepaid and return receipt requested, or by recognized courier service to the other party for whom it is intended.

Any party to this Agreement may change its address for the purpose of receiving notices or demands by written notice to the other party, given in the manner described in this Section. Such notice of change of address will not become effective, however, until the actual receipt by the other party.

D. Headings. The headings of this Agreement are for convenience only and will not be used to construct or modify the terms of this Agreement.

E. Execution in Counterparts. This Agreement may be executed in copies, each of which will constitute an original, but any of which taken together will constitute one in the same document. In the event of a conflict between the provisions of any original Agreement with the provisions of any other original Agreement, the provisions of Company's original Agreement will govern and control.

F. Execution of Additional Documents. At the request of either Company or the Collocator, the parties agree to execute, in recordable form, a memorandum of this Agreement which may contain any information with respect to this Agreement, desired by either party, covering the Premises, Building or Property. Both parties hereby consent to the recording of such a memorandum.

G. Brokers. Collocator warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Company from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.

H. Waiver of Default. Company and Collocator agree that the waiver by either party of a breach of any term, covenant, or condition contained herein will not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition.

I. Changes to Agreement. This Agreement and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Agreement may only be modified or amended by an instrument in writing executed by Company and Collocator.

J. Agreement Effective. Submission of this instrument for examination or signature by Company does not constitute a reservation of or option for agreement, and it is not effective, as an agreement or otherwise, until execution and delivery by both Company and Collocator.

K. Representations. Neither Company nor its agents have made any representation or warranties with respect to the Premises of this Agreement except as expressly set forth herein; no rights, easements, or leases will be acquired by Collocator by implication or otherwise unless expressly set forth herein.

L. Work Stoppages. In the event of work stoppages, Company may establish separate entrances for use by personnel of Collocator. Collocator will comply with any emergency operating procedures established by Company to deal with work stoppages.

M. Governing Law. The Laws of the State of Illinois will govern the validity, construction, performance and effect of this Agreement.

N. Authorized Representatives. The individuals executing this Agreement on behalf of Collocator represent and warrant to Company they are fully authorized and legally capable of executing this Agreement on behalf of Collocator.

**EXHIBIT A**

**PLAN OF PREMISES**

The Premises consists of that area outlined in red or heavy line on the plan affixed (excluding from the foregoing, if any, elevator shafts; flues; pipes; shafts; vertical and horizontal ducts or conduits; pillars; demising walls; electrical boxes; fire hose cabinets, and stair.

[PLEASE SEE ATTACHED]

**Exhibit B**  
**Interconnection/Physical Collocation Pricing**



**Interconnection/ Physical Collocation Pricing List from Citizens Tariff FCC NO. 1**

<u>Collocation</u>	<u>Monthly</u>	<u>Nonrecurring</u>
Collocation Processing Fee		
Initial - per order, per wire center		\$ 2,440.00
Subsequent - per order, per wire center		\$ 2,440.00
Augmentation - per order, per wire center		\$ 2,440.00
Partition Floor Space Charge of MRC - per square foot,	\$ 8.58	
Cross Connect per:		
DS0	\$ 1.25	\$ 413.57
DS1	\$ 3.90	\$ 352.85
DS3	\$ 48.00	\$ 1,249.98
AC Power per 20 Amps- This does not include any DC power or backup power.	\$ 274.49	\$ 1,475.00
DC Power per 40 Amps: 2-feeds	\$ 487.49	\$ 3,527.04
Engineering Fee Charge per order, per Central Office. Charge for the work performed by CTC associated with the design and development of collocation.		\$ 6,240.00
Cable Pull Charge Charge per Central Office, per cable terminated:		\$ 904.80
Office Arrangement (cage) Caging costs per order, per Central Office:		\$ 4,608.61
Cageless Collocation		
Per Standard Size Bay	\$ 109.00	\$ 1,520.00
Per Standard Size Bay (Citizens supplies relay rack)	\$ 109.00	\$ 5,320.00
Per each cabinetized bay (Customer supplies cabinet)	\$ 178.00	\$ 1,520.00
Building Modification Charge Charge per Central Office, per order.		ICB
Training		

LABOR RATES

	<u>Basic Time</u>	<u>Overtime</u>	<u>Premium Time</u>
Charges for Standby per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Testing Per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Programming Per Programmer, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Labor per Security Escort, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Labor per Engineering, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Labor per Engineering, 1/2 hour or Fraction thereof	\$ 30.19	\$ 45.29	\$ 60.38
Charges for Additional Labor per Technician, 1/2 hour or Fraction thereof	\$ 27.60	\$ 100.00	\$ 150.00

**EXHIBIT C**

**ITEMS PROVIDED BY COMPANY**

**EXHIBIT D**

**ITEMS PROVIDED BY COLLOCATOR**